

1897-053 Chancery Causes: Mitchell C. Parsons for &c vs. Adm. of Isaiah F. Burk &c
Lee Co.

Loyd, Milburn, Robinson, Parrott, Horton, Milbourne, Burke,
Surge ner, Cox, Thompson

CA-Debt
T-Property

-Deed

To the Honorable John A. Kelly Judge of the
County Court of Lee County Virginia

It humbly complaining your
orator Mitchell & Parsons, ^{Assignees of A. L. Lloyd} who sue for
benefit of Andrew Melbourn, would respect-
fully represent and shew to your Honor that
heretofore to wit on the 24th day of August 1872
One Josiah F. Burt. executed to the said A. L.
Lloyd his two notes in writing commonly
called promissory notes each for the sum
of One hundred and Twenty five dollars
and due respectively on the 1st day of November
1877 and 1st day of March 1878. all of which
will more fully appear by reference
notes herewith filed marked (A); the
24th day of January 1879. The said A.
for value received sold and assigned
notes to your orator as will more
appear by reference to the endorsement
on each of said notes signed and sub-
scribed by the said A. L. Lloyd; That said
notes and ~~no~~ ^{no} part of them have ever
been paid either to the said A. L. Lloyd or
your orator or the said Andrew Melbourn
But that the same and every part thereof
remains unpaid and now due.

Your Orator will further shew your Honor
or that said notes were executed by

Burst as part of the purchase price
Tract of land sold by the said A L L
to the said Burst. That the said A L L
Loyd & Minerva his wife, & E. W. Bish
op and Hollie his wife by their joint
deed (They being joint owners of said land)
conveyed the said land to the said
to the said Burst on the day of

187. That said deed was properly
acknowledged delivered and ad-
mitted to record in the Clerk's Office of
Court, all of which will more
by reference to said deed a copy
is herewith filed marked (18) and
it fully appears. That the assign-
orator has upon his part carried
contract to completion ~~and in fact~~, and
That for safety he retained a lien in said
deed upon said land to secure the pay-
ment of the purchase money.

Your orator will now show your Honor
That the said Isaiah H. Burst has lately
deceased this life intestate and That he
was survived by his widow Sarah J. B.
and the following children to wit
Burst Mary C. Burst Etellie D. B.
(formerly Burst) who intermarried
with Samuel Robinson Huston

Burk Mattie Burk Sallie B Burk Robt
E L Burk Edgna S Burk John Burk
Isaiah Burk to whom said lands de
ed That letters of Administration of
the estate of said Burk were duly
to Doris Burk to whom appeal
has been made for the payment
money but that he failed
to pay the same or any
Now the object of your
hon specific executi
Tract upon the part of
heirs and to cover
charges said notes and being without a
equale remedy at law and reliefable
only in a court of equity he prays your
Honor to take cognizance of his cause &
grant him proper relief. To this end he
prays That Doris Burk Administrator
of the estate of ^{and in his own right as an heir of said Burk} Burk dec'd Dorah
J Burk widow, and Mary C Burk
Ettie D Robinson & Samuel Robinson her hus
band Hurston Burk Mattie Burk Sallie
B Burk Robert E L Burk Edgna S Burk
John Burk and Isaiah Burk heirs at
law of said Burk ~~be~~ made parties defend
ant to this bill and ^{The adults be} required to answer to alle
gations on oath and that a guardian ad

June Term 1897
Decree final
O. B. 6 P
Lefts roots
B. 75

AC. 1486 to July 93

W. C. Parsons Assn
vs Bill in Chcy
David Burk Sum'd it up

Exhibits A & B given

1879. Mr. Bill Felt's ^{nat.} Ex.
" Mr. R. W. Orr presented
for the Infants' letters which
filed their answers
" Oct. Alias Sra Elected
" Nov. D. T. Campbell for head
ing by itself.
" Jan. Decree Court
1880. Mrs. Decree Court.
1880 Aug Decree Court.
1881. Mrs. Decree Court.
" Aug Decree Court.
1882 March Court.
" Aug
1883. Mr.
" C.

Return be appointed to answer for the infant
 defendants who are obstructed. Martin Miller &
 Robert & L. Rogers v. John & David Smith and
 that upon a final hearing that so much
 of the Court as be by the said Adversary & wife
 to said Defendant, as is necessary be able
 to pay the debt of your brother and if this
 Court in his special prayer than he pray
 for such further special and general
 relief as is advised to his case. May 18th
 1800. And as in duty he will care for
 the

Morris & Danes
 D. D.

W. L. Parsons Assnec to

vs

D. F. Burk Admors
and

E. W. Bishop

vs

David Burk Admors

To the Hon Jno A Kelly Judge of
the Circuit Court of Lee County Va

The petition of D. F. Parrott
respectfully represents that on
the 21st day of June 1881 the tract
of land described in the bill
and report in these causes de-
scribed was sold under a
decree entered in the same
and A R Surquener became
the purchaser at the price
of Eight hundred and fifty
three + $\frac{50}{100}$ Dollars all of which
will fully appear from the
report of Court. Duncan on
file in said causes, Now
the object of this petition is to

have a decree entered in
said causes allowing
your petitioner to raise the
bid upon said land and
ordering a re-sale of the
same, and your petitioner
now here offers to execute
bond with good security
in the penalty of two thou-
sand dollars conditioned
that upon a re-sale of the
said land it shall bring
the sum of at least one
thousand ^{two hundred} dollars bearing
interest from the date of the
~~and payable as in the former sale.~~
former sale. Your petitioner
therefore prays your honor
to accept his upset bid
and order a re-sale of
the said land upon the
conditions herein recited
And as in duty bound will
ever pray &c

Asm & Morgan
Counsel for petitioner

D. C. Parrott
By Counsel

Mc Parsons for &c
and

E. W. Bishop

vs 3 Petition &
upset bid

D. F. Burk & Adm

To the Honorable John A. Kelly Judge of the Civ
il Court of Lee County Virginia

Humbly Petitioning your Petitioner Wm H. Horton
assignee of A L Loyd would respectfully show
your Honor that M. C. Porsum for the benefit of
Andrew Melbourne has filed his bill in this Honorable
Court against D H Bursk Assign of Samuel Bursk
decd and the heirs at law of said Samuel Bursk
to enforce the vendors lien, upon a tract of land sold
by said Loyd to the said Samuel Bursk in his life
time, for two notes for \$125⁰⁰. The due date of part of
the purchase price of said said notes now being
the property of said Melbourne. Your petitioner
would show your Honor that he is also the owner
of a note executed by said Bursk to said Loyd as
a part of the purchase price of said land sold
by said Loyd to said Bursk which is also a lien
thereon. That said note is for the sum of \$125⁰⁰
due on the 1st day of March 1878 and subject to
a credit of \$23.91 paid on the 20th day of April 1878.
That the balance of said note is still due and unpaid
and your petitioner prays that said sum be placed
to be paid to him to this end he prays to be made a
party plaintiff along with the said Porsum for
so that he may collect his debt without the necessity
of bringing a separate suit to enforce the same & to
thru said note to said Bursk & his duty &c.

I am sworn for said Horton.

Wm H. Horton as agent

vs $\frac{3}{4}$ Petition

D. F. Burk sum et al

115.37
72.57

42.80

42.80	25
90.00	8
257.00	12
3.00	22
21.00	24
10.00	246
14.00	270
62.00	33
20.00	
303.00	
2.00	
<hr/> 583.00	

600.00

\$25.00

On, or before the first day of March 1878
I bind myself heirs &c. to pay Rebecca A. Larmer
or order. One hundred and twenty five Dols-
Value rec^d. August 28th 1872.

Isaac F. Burk

(Seal)

1878. April 20
Ex. Rec. \$3.71

J. F. Park
Notes.

125.00

I assign the within Notes
to ~~H. C. Darnett~~ for
Mrs. H. H. Darnett.
Value recd June 24/79

A. L. Lloyd

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County Va

Your Petitioner David Burk humbly
complaining respectfully represents that
he has an interest in a chancery cause
now pending in this Honorable Court;
There are two cases ordered to be heard
together. "M. C. Parsons or David M. Burk-admin
and E. W. Bishop against the same. These
causes are against your petitioner as the
administrator of his father the late Isaiah
Burk deceased. They are in effect cred-
itors bills seeking to enforce certain liens
against the lands of the decedent ~~Isaiah~~
Burk deceased. These liens are partly
Judgements but mainly for the vendor's lien
for certain lands mentioned in said bill

By a reference to the decrees orders and
reports it will be seen how much is
due on each of these classes of liens.
These lands have been sold, as appears
by Commissioner C. J. Duncan's report and
a disbursing of the proceeds of sale will
soon take place. Your petitioner conceives
himself entitled to participate in said
distribution upon the following grounds -
Your petitioner is a son of the decedent,
and as such he bargained and purchased

his father in his lifetime a portion, of
the said lands so sold as aforesaid, and
your petitioner conceives, that as against
the purchase money lien he could not
nor did he desire to resist a sale -
Your petitioner states that the identical
money which he paid his said father
for said lands, was paid to the said
Isaiah's vendor and thus extinguished
or lessened that lien, he is advised to
this extent he should in equity be per-
mitted to share pro rata the fund
arising from said sale, with the holder
of the original vendor claim this sum so
paid by him was when paid the sum of \$320
and was paid on the day of 18

Your petitioner is advised that as against
the judgement lien holders ^{or after creditors}, he has and
holds a paramount equity and to that
extent, should be first paid.

Your petitioner therefore prays that he
may be made a party, to the bill in
his individual capacity and be allowed
to assert, his claim, that an account be
directed to ascertain how much of the
sum paid by your petitioner was
actually paid in discharge of the
original vendors lien, and when as -

certained that he be permitted to participate in the distribution of said fund as in duty your petitioner will ever pray.

Prudential
for Petitioner

M. C. Passanun

vs { Petition of
J. D. M. Burk

David M. Burk adw

Filed - Aug 1881

J. C. H. Hyatt
Clerk

To the Honorable John A Kelly Judge of
the Circuit Court of Lu County vs

Your Petitioner Sarah Burk would
respectfully represent that she is the widow
of Leuarch Burk deceased That as such
she paid, to Alex. L Loyd after the death of
her husband the sum of \$95.00 towards the
purchase price of a tract of land purchased
by her husband from from said Loyd.

She will now further show your Honor that
at the time she made that payment she
thought that by making said payment the
land so purchased by her husband might
be sold, to her and her children, But
sometime thereafter suits were instituted
by M. C. Parsons assignee vs for vs. against
S F Burk Administrator & others and C. W. Bish
op. vs the same the object of which was
to sell enough of said lands to pay the
balance of the unpaid purchase money
still remaining due on said land.

And in said suits said lands were all
sold it appearing that all of said land
would have to be sold, so after paying
the residue of the debts the balance of
the lands would be of little value.

Under the decrees taken in said cause
the lands were sold, and after setting

these purchase money debts, there remained
\$311.00. out of this sum your petitioner has
had one third, or \$103.66 $\frac{2}{3}$. Lying in said
commissioner hands the sum of \$207.33
since that time one A. R. Surgenor has filed
his petition in said cause claiming
a part of it on account of a judgment
which he as security of Levaiah Burk
has had to pay. Your petitioner in no
way resists the said Surgenor's claim, but
she supposes it to be all right, but she
claims that she has a lien upon said
sum, for the amount which she paid
on the purchase price of said land, her
cause if she had not paid ^{said} sum of \$95.00
there would have been that much more
money still due on said land for ~~the~~
which it would have to have been sold
And this sum of \$95.00 with its interest from
the 1st day of March 1877 the time it was paid
she prays may be decreed to her out of the ~~for~~
same sales of said land still remaining in
the hands of said commissioner -

and to this petition she makes A. R. Surgenor
a party defendant and asks that he by
proper process be compelled to answer and
show cause against the prayer if any he
can. and as in duty she will ever pray &c.

Richard W. W. & Co
for Petitioner

Sarah J. Bush

25-3 Petition

to H. Bush & Adam Co

In the Circuit Court of Lu County.
Lu County to wit:

To The Honorable John A. Kelly Judge
of The said Court in chancery.

Your Petitioner A.R. Senger
humbly complaining, would respectfully
shew unto your honor, That, at
the March term of your honor court
1882, your Petitioner obtained a jud-
gment against one David H. Burk,
administration of the estate of Isaac
Burk deceased for the sum of \$91.57.
with interest &c, and \$ 7.08 costs at
law &c, a copy of which judgment
is herewith filed, marked "A" and
prayed to be considered as part
hereof. Your Petitioner would further
shew unto your honor, That his said
judgment of \$91.57 was for a certain
debt, interest and costs, which he was
compelled to pay for the said Isaac

Bull^{Account}, as his security to P. H. Allen and
J. P. Cornes as administrators of the estate
of James J. Loyd, as shown by a copy
of the said Judgment herewith filed marked B.
your petitioners would further shew unto
your honor, that the Judgment obtained,
by the said Allen & Cornes as admors &c.
against your petitioners as surors
of himself and the said Bull Account,
was based upon a certain bond
executed by your Petitioners as security
for the said Bull. a copy of which
bond is herewith filed as part hereof.
Marked "C". your petitioners would
further shew unto your honor, that
he is advised, that a Court of
Equity will substitute him for, and
place him in shoes of the said Allen
and Cornes in respect to any rights
which they may have had against
the said Bull. and prays your honor

to be thus subrogated, and his said
judgment be enforced against any
fund which may be due the estate
of the said Bank deceased. Your
Petitioner now states to your honor,
that there have been two several chan-
cery causes instituted and now de-
pending in your honor's Court, to
enforce certain judgments and
vendors liens against the Real estate
of the said Bank deceased, in which
said Causes, C. T. Duncan was appoin-
ted a Commissioner to sell the Land &c.,
and it appears by the report of Commissioner
Duncan that the Land of the said
Bank has been sold and the object
of the said Causes fully attained,
leaving a surplus of more than
three hundred dollars due the estate
of the said Bank ^{in the hands of the said Commissioner} deceased. The object
of this petition is have your

petitioners said judgment satisfied
out of the fund now in Corin Duncan
hands. That Corin Duncan be di-
-rected to pay your petitioners the
amount of his judgment in-
-terest and cost, and as in duty
bound he will ever pay.

A. R. Sargent

7

R. D. D.

A. R. Sargent

Vernon } Petition

David Banks admr.

Filed Sept 1883

J. A. S. Hyatt
clerk

\$70.00

Twelve months after date we or either
of us promise to pay to J. H. Allen & J. P.
Carnes Admors of Dr James T. Loyds Estate
the amount of Seventy Dollars for value
received and we hereby waive the benefit of our
homestead & the exemption law as to this debt
witness our hands & seal this 27th October 1876.

Isaiah F. Burk Secy

as Security A. B. Surgenen Secy

A Copy Leste -

J. A. Hyatt Clerk

S. L. Burk R.
A. R. Luxen
Lo chote
\$70.00

"6"
—

To the Hon John A Kelley Judge of the circuit
court of Lee county Va.

The answer of A. R. Surgen to a
rule issued against respondent & written in the
suits pending in your Honors court between
M. L. Parsons & J. R. & David Burk & Adm^r &
et als & E. W. Bishop & David Burk & Adm^r & et als.

Respondent says he is advised to except to
said rule because it based on no sufficient
grounds to know that it be quashed because it
insufficient in law & dismissed because improvidently
granted. Further answering respondent denies
any collusion or agreement for the purpose of
bidding or to in any way hinder said sale.
Further answering respondent says on the
4th August 1880 he bid \$925.⁰⁰ for the land
referred to in said rule, that he bought it with
the intention to sell it if he could make some
money on it, & that he did not buy it to keep or
to live on, respondent would also show
that he left town without doing anything
towards perfecting his offer of purchase and
as he now recollects returned on the Thursday
following said sale with N. S. Leop with whom
he then reduced to writing a contract made
between them, which was when completed for
the lands respondent had bought, said Leop then
executed to said Court Duncan his notes for the

residue of said sum after deducting the costs which
was paid the court, (amounted to \$99⁶³/₁₀₀.) by respondent
Believing in good faith that his purchase would be executed
by a confirmation of said sale, Cop was permitted as
respondent is informed to take possession of some of
said land & went to plowing on it, but the court came
on & the report of sale was excepted to by depts & the
exceptions sustained by Judge Hanson decree entered
in said cases on the 1st September 1880. and this rule
was directed this sustaining of the exceptions respondent is
advised was a virtual setting aside of the sale, there
situated respondent was not in a condition to carry out
his contract and at the instance of said Cop respondent
agreed to renew the contract existing between them
and it was done, respondent does not desire to
renew his offer of \$925.⁰⁰ for said land but desires
that his bonds be cancelled his money paid or costs be
refunded him & he be hence discharged. Respondent would
further show that after the decree of September 1st 1880 the
parties depts renewed the possession of said land thereupon
plowed by said Cop, and that since said time those in possession
have so used said land as to let it greatly reduce in value
the fencing has gone down the fence generally gradually
going to rack & besides this, said parties in possession
have committed waste by cutting & removing timber from
said land which is valuable timber, and have by acts & omis-
sion permitted & caused some waste in other ways.

Respondent would also show Judge Hanson that he was

induced to bid for said land to save a security
that he had paid as security for the ancestor
of the deft, whose land was sold, responded
had not put in any petition in said cause by
which the amount of his debt was decreed him
& he thought his only chance to secure his debt was to
make the land sell for enough to include his debt
& he bid that sum, & having more fully answered
respondent prays his money be refunded
his notes cancelled & delivered up & he
hence dismissed with his costs & as
in duty &c

H. K. Morrison

Virginia, Lee county, to wit.

A. R. Burgener this day personally appeared be-
fore me and made oath that the facts stated
in the foregoing answer, so far as they depend
upon his own knowledge are true and so far
as they depend upon information derived
from others he believes them to be true.

Given under my hand April 2nd 1881.

James W. Orr Clerk

To the Honorable John A. Kelly Judge
of the Circuit Court of Lee County
the separate of Sallie J. Burk to a Bill
filed against her and others in this
Honorable Court by A. S. Lutz for the benefit
of Andrew Milbourn

Respondent After receiving the full benefit
of all just and proper exceptions to said Bill
for its errors and misstatements for answers
thereto or so much thereof as she is advised it
is material for her to answer. Answering
says that her late husband purchased the
land in the Bill mentioned and stated
as she supposes the two notes sued on
but as to the certainty of it she cannot say
It is also true her husband died leaving
Respondent his widow & the children in
said Bill mentioned. His heirs at law
Respondent supposes it is true that a
lien was retained upon the land at the
time the deed was made, but as to that
cannot state certainly. Respondent claims
that these two notes remain all unpaid
Respondent and the said Mary soon after
the death of her husband let the said
~~Bill~~ A. S. Lutz, before he assigned said notes
or certainly before the or the said Mary had
any notice of the transfer. Respondent
at the price of \$98, or there or about

As the new recruits, the period given the

Respondent is advised that she is entitled to dower in said lands. certainly to the extent it has been paid for it not to the entire land which she claims and asks that it be set apart for her.

Respondent charges that said ladies will not
for a sum sufficient to pay said balance
and unpaid purchase money ~~and~~
and Mrs Melbourn and Mr Bishop in less
than five years and insists that your Honor
will direct a return of said ladies and not
direct a sale, for a sale would leave Respondent
little children homeless and homeless

Respondent would further represent that
this suit and that brought by Mr Bishop
are now pending in this court and asking
to subject the same ladies for the payment of
her lost money. These suits ~~ought~~ ought not
to have been brought. One suit would have been
sufficient. They ought now to be consolidated and
not subject Respondent to her to suits to two sets
of costs

Respondent having now answered so much
of complainant's said Bill as she is answer it
is material for her to answer properly to be
then satisfied with her reasonable costs ~~and~~

Holladay

Virginia in equity to wit

This day Sallie J Beck moved and begged me that the
facts as stated in the foregoing answer and so far as they
depend upon her own knowledge & that so far as they depend
upon information derived from others she believed them
to be true. This 25 day of Nov 1879
D. J. Gilbert J. P.

Sallie J Burk
ans^d 3 Answer
M. C. Warren August

Filed Nov 28th 1879.
Jas M Orr, clerk.

So the honorable John A. Kelly judge
of the Circuit Court of Sec county
the separate answer of David & Bush
Samuel, ^{estate of} J. & Bush answered
to a Bill filed against him and
others ~~by~~ M. C. Parsons
Respondent after receiving the full
benefit of all exceptions to said
Bill for its errors & omissions
for answer thereto or is much that
as he is advised it is material for
him to answer

Answering says it is true his father
Deceased the land ^{& the heirs} as he supposed
and he supposes that they are a
part of the purchase money upon
the land in the Bill mentioned
but as to that he requires proof
of all the allegations as to those
notes being for said Deceased many
Respondent administered upon
said estate and sold some titled
property paid the taxes out of
it together with the funeral expenses
and some debts due from said estate
which leaves nothing in his hands
to pay on said land, and he
will be bound on said Samuel Bush
and but cannot tell what

if any thing may be realized
Out of the same, as Samuel
Bank refuses to pay it
Respondent is advised over hopes
that complaints Bill are and
brought against the same parties
by and E. W. Bishop and for the
purpose as the Bills state of
enforcing rates for deer hole
money against the same parties
and against the same land, and
it is advised that said two
suits ought to be consolidated
so as to save costs. This land
is very poor & should not all
be concerned in costs

Respondent having now heard
so much of complaints said
Bill as he is advised it is not
too late to answer says to be
sent answered with his reasonable
costs &c

D. C. W. W.

Virginia Lee county to wit
This day J. H. Bank said of
estate of J. H. Bank and more
said before me that the facts as
stated in the foregoing answer

And true so far as they depend
upon his own knowledge and
that so far as they depend upon
information derived from others
he believes them to be true;

Nov 27th 1879

James W. Orr, Clerk.

L. H. Bank Sum
as 3c Inms

M. C. Pears

Filed Nov 28th 1879.
Jas W Orr clk.

To the Honorable John A. Kelly, Judge of
the Circuit Court of Lee County Va,
The Answer of Husaton, Mattie, Sallie B,
Robert C. L, Eliza T, John & Isaiah Burk, infant
Children of Isaiah H. Burk decd, by R. W. Orr Jr, to
a Bill in Chancery filed in your Honors' Court
by M. C. Parsons assignee &c against these
wards et als, On answer your Respondent
says, that he knows nothing of the truth or
falsity of the allegations in Pffs. Bill, and is
advised of no defense proper for him to make
as their guardian in the said Cause, but this
Court is a Court of equity, and such Courts
being the peculiar guardian of the rights &
interests of infants, your Respondent begs leave
to place the rights and interests of his said
Wards into the hands of your Honor, knowing
that they will be there protected.

R. W. Orr Jr
Guardian ad litem

Sworn to before me, March 3rd 1877.

James H. Orr, Clerk.

Mattie Burk it als

ads J. Aus. by
B. A. L.

M. C. Parsons unique

1879. Apr. Filed.

Dec 15—

To the Hon John A Kelley Judge of the
circuit court of Lee county Va.

The answer of N. S. Cox to a
rule directed by decree of your honors
court entered in the chancery causes of
M. C. Parsons assignor & v^s David Burk admt & et
als and E. W. Bishop v^s David Burk admt & et als
on the 1st September 1880. Respondent objects to
the sufficiency in law of the proceeding in this
case against him & says the same be quashed
or dismissed. And in further answer ^{herein} ~~therein~~ of
said says that it appears from the said
decree ^{& papers in said suits that} ~~therein~~ that there were exceptions filed by
the defts to the report of sale & that said exceptions
were sustained to said report, and respondent is
advised that the effect of sustaining said ex-
ceptions, was to set aside the said sale then
reported as one of the exceptions was "Because
the sale is so low as to be unusual & inequitable" and the
sustaining said exceptions was certainly to hold the
sale to be such the court would not enforce it
be that as it may, respondent was only induced to
make the contract of purchase which he did make
with his co-defendant, by the fact that he knew of
an advantageous sale he could make of his own
lands, & when made, it left respondent without a
form, believing that he could get possession of
said land at August 1880 term of your honors court

he made the contract, but when the court came & the exceptions were sustained respondent was still out of a farm, his own was sold, he was compelled to do something, so he saw his co-defendant and at respondents instance the contract between them was renewed & respondent was compelled to get him a farm ^{as farming is his mode of making a living} as he bought one of James M. Maueyhan which took all his means, to say to respondent now that he should take this land also at the contract between him and Surgen would be to require respondent to do an impossibility, it would ultmate in the financial ruin of respondent & without any advantage to defts. Respondent would now state that at the time of the sale he believed he would get the land if Surgen got it, that after the sale he concluded the sale of his own lands & on the Thursday following the sale reported by Commissioner Duncan respondent and Surgen closed up their trade and respondent executed to said Commissioner his bonds for the ^(after deducting the costs of said sale) remainder of the price Surgen had agreed to give for it to wit \$925.⁰⁰ with said Surgen as his security. Payable in equal installments at 6.12 & 18 months respectively with interest from the day of sale. Respondent had agreed to give Surgen \$1200.⁰⁰ for said land payable in 6.12 & 18 months without interest & this was the contract. Respondent would also

show your honor that at the August term 1880
he was anxious to take said land at \$1200.⁰⁰ on
the terms of his contract as it would give him
a home, when he was hopeful that to take it
now would be ruin to respondent, without
advantage to any, for the land as an in-
vestment even if respondent had the means
would be unprofitable; because respondent
thinks the price he agreed to give was the
full value of the land; besides respon-
dent is informed that those in possession
have materially injured the premises and
have committed waste by cutting &
removing valuable timber by suffering
the fencing to go down & in divers
other ways permitted the premises to
go to rack & ruin in value,
Respondent would also show that he was
permitted to go to farming on said lands after
his contract & before the August term 1880 but
the action of the court left the possession
of the premises in the Banks. Respondent
would further show that he had no ag-
reement with his co-defendant or under-
standing by which he in any way inter-
fered with hindred or limited competition
in the bidding or sale, & knew of none, he
thought that if he chose to purchase the

land of Surgeon at an advance over
 what Surgeon gave he had a perfect
 right to do so, that his contract with
 Surgeon was private affair of their
^{particulars so far as respondent is concerned by the state of their private dealings, independent of the}
 own, & that if Surgeon chose to take
 & he to offer him a price in advance
 of what he gave it could infer
 no one, & respondent is advised that
 there is no law that forbids a purchase
 at a judicial sale from selling or
 any person from buying of such a
 purchaser any thing bought at such a
 sale, if such was understood to be the
 law judicial sales would indeed be
 made at a numerous reference to debtors
 for who would buy that which it is
 unlawful either to purchase or sell
 And having fully answered all that
 he is advised it is most prudent for him
 to answer respondent prayers that
 his bonds be cancelled & delivered
 up & he hence discharged with
 his costs & as in duty &c

W. H. Morrison

Suborn to before me by T. S. Leach, Apr 24 1881.

James W. Orr, Clerk

M. C. Parsons et al vs
 J. C. Thompson
 W. S. Leach of T. S. Leach.

Daniel Brock et al vs

Suborn to before me by T. S. Leach, Apr 24 1881.
 J. W. Orr, Clerk

To the Honorable John A. Kelly Judge
of the Circuit Court of Kentucky
The responsive Answer of Sallie J. Barker
to a Bill filed in this Honorable Court
against her and others by E. W. Bishop
Respondent for annuities thereon or so
much thereof as she is indebted it is
material for her to answer.

Answering says that she opposes
it is true that the notes sued on are
for part purchase of the land in the
Bill mentioned, but she cannot
admit that no part of either purchase
has been paid. she does not know how
that is. Her husband purchased the
land at the price of twenty seven
hundred dollars and she understands
has paid it pretty well all, but
she did not inquire of her husband
before his death, to learn the exact
amount remaining due upon it
hence she cannot state what sum
remains still due. Respondent supposes
a lien was retained in the deed for
the unpaid balance of purchase money
though a good deal has been paid since
the deed was made.

Respondent is advised that she is
entitled to dower in all the land

especially to the full extent it has
been paid for. This has not been
taken off or assigned to her.
Respondent here inserts that in her
caution with a large dependent
family of small children. That
said lands ought to be rented subject
to her dower rights, or that her dower
in said land be assigned to her and
the residue rented to pay this debt.
as it will rent for a sum sufficient to
pay the said balance of purchase
money due upon it in less than
five years. There is also and the
estate if the said can collect their
money if not quite sufficient to pay
the residue of said purchase money
due upon it and if he can have
a little further time believes he can
collect said debts, or at least part of
it, and thus save to her little children
a home. That will necessarily be sacrificed
if sold to pay this balance of purchase
money.

Having now answered so much of
Complainant's said Bill as she is
aware it is material for her
to answer things to be here
described with her recollection ^{and}
Halloway

Virginia Lee county to wit
This day Sullis J Burk made Oath
before the undersigned that the facts
as stated in the foregoing answer
are true so far as they depend upon
her own knowledge and that so far
as they depend upon information
derived from others she believes
them to be true

This 28 day of Nov

1879

J. J. Gilbert J P

Sallie J Burke
and E. Annan
E. W. Bishop

Filed Nov 28th 1879.
Jas W Orr, clerk.

M.C.Parsons

for 76

vs.

D.F.Burk Admr. &c.et als.

This cause came on this day to be heard on t
the papers formerly read in the cause and the report of C.T.Duncan Comm
missioner this day filed and was argued by counsel.

There being no exceptions to said report, it is confirmed and there ap
pearing nothing further to be done in said cause it is stricken from
the docket.

M. L. Porcans for 76
95 $\frac{1}{3}$ Decoral final
D. H. Burk & Sons

Enter this Decoral
M. L.
June 16th 1897.

M. C. Parsons assigner to for vs. Defts

rs

3 In chcy

D. F. Burk Sumr. vs. it also Defts

and

E. W. Bishop. Defts

rs

3 In chcy

D. F. Burk Sumr vs it also Defts

These causes came on again this day to be further heard upon the papers formerly read. The report of C. T. Duncan Commissioner this day filed the deed accompanying said report and the petition of A. R. Dungen filed at this term of the Court and was argued by counsel. On consideration whereof said report and deed are confirmed and the grantee under said deed is allowed to withdraw the same from the files of the cause for recordation but before doing so he will pay ^{C. T. Duncan} said Commissioner five dollars for making and executing said deed. And it appears to the Court that Sarah J. Burk widow of Isaac H. Burk decd is entitled to dower in the \$311.00 surplus for which said land sold, and she agree-

ing to take commutation in lieu of said dower by consent of the widow and heirs of said Leachin Burk death by This Council, and by like consent of AR Surgeon by his counsel it is adjudged and decreed that said Sarah J Burk take and hold one third part of said surplus of \$311.⁰⁸ as and for her dower therein. and Commissioner C. T. Dimsen will proceed to collect that sum out of the sum loaned by him and pay it over to Mrs Burk Take her receipt for the same report his action to a future term of This Court and These cases are continued.

Mr C Parsons assigns for
vs. Z Deaver
D H Burk Sum of

and
E W Bishop
vs.
the Same

Entered pages 343-4
J. A. Hyatt
, , ,
clerk

Enter This decree
J. A. R.
Sept 6th 1883

M. C. Parsons assignee Deft }
against } In chy
David Burk adm. Deft }

E. W. Bishop --- Deft }
against } In chy
David Burk adm. Deft }

These causes came on again this day to be heard upon the papers formerly read, and the report of C. T. Duncan special Commissioner & exhibits & vouchers filed therewith.

and the petitioner David Burk, praying for the surplus in said cause to be paid over to him; and warranted by Counsel, on consideration whereof, the Court is of opinion, and so orders and decrees that said petition, be rejected, and if said Burk desires, he has leave to file his Cross bill against ~~said~~ ~~being~~ his co-defendants - and Co. being asserting his alleged former purchase, and right of turnover to demand the surplus in said cause - and no exceptions appearing to said Duncans report the same and the payments reported are each confirmed and said Commissioner is directed to collect the balance of the purchase money due on said notes and pay the

M.C. Parson assigns

223 Decree

David Burdick

March 5. 1882

Entered Page 25-7.

J. H. Hyatt
Clerk

Enter the
decree-April
5-1882
J. H. K.

~~balance~~ ^{same} pay out to the parties entitled
to it as shown in former orders & decrees
in this case he will hold the surplus
in his hands ^{or loan the same on good security} until the future orders
of the court but before proceeding to
collect any, find under this decree
he will give bond before the Clerk of this
court in ~~the sum~~ ^{penalty} of \$1000 conditions
according to law, ^{He will report his acts to the Court.} and this case
is continued

E. W. Bishop Peff

vs

David Burk adm. & al Defts.

M. L. Parsons spec. Peff

In Chancery.

vs

David Burk adm. & al Defts.

These causes came on again this day to be again further heard on the papers formerly read in the causes and the report of G. J. Duncan cont. made the 21st day of June 1881. showing the sale of the lands in the bills mentioned to A. R. Surginer at the price of \$553.50 And thereupon D. L. Parrott by his counsel presented his petition in these causes praying to be allowed to raise ^{for said land} the ~~land~~ ^{to the} sum of \$1200.00 and he having given bond and security with condition to make said land bring said sum in the event of a sale thereof. And was argued by counsel. On consideration of all which it is adjudged ordered and decreed that said sale be set aside, and a resale thereof is ordered at an up set price of \$12.00 ⁰⁰ And said G. J. Duncan will proceed to sell said land again and in doing so will require so much cash in hand as will pay the costs of suit and sale, and out of the same he will pay the former purchaser Surginer the sum already paid by him, and as to the residue of the purchase money it is required to bear interest from June 21 1881. and payable at the ^{same} ~~times~~ ^{deferred} of the former sale.

payments of the former sale. said Duncan will
report his action under this decree to the court
and the causes are continued

M. L. Parsons assignee

W. B. Bishop

vs. } Deane

David Deane admt.

Entered page 225.

J. A. G. Hyatt
Clerk

Enter this

J. A. K.

Aug 30 1881

H. C. Parsons ass^t " David Burt doct. et al
E. W. Bishop " same J. H. P.

These causes came on again to be heard on the papers heretofore read in the causes, the rule upon the purchaser N. S. Cox and A. R. Sargenor, their answer thereto, and the affidavits filed in support of the answer, and was argued by Counsel. On consideration whereof it appears to the Court, that, by the act of the beneficiaries, the purchaser N. S. Cox has been deprived of the possession of the land in controversy, so that an entire year's crop must thereby have been lost to him; that his purchase from the first bidder, A. R. Sargenor was on time, greatly reducing the difference between the price bid, and the price agreed to be paid to said Sargenor; and further, that ~~there has been some waste, and detraction to the value~~ said land, by the parties here, claiming the ~~same~~ excess of the said ~~land~~ price agreed to be paid to said Sargenor over his said bid; and ^{that} the very great delay in getting possession of the property, in all probability, tho' not proven, but alleged in ~~the~~ the answer of said Cox, ^{has} ~~being~~ made it necessary ~~to change~~ the ~~terms~~ ^{condition} for ^{the} said purchaser, to change his condition, and especially, as the ^{parties defendant} ~~parties~~ failed to insist upon a confirmation of the sale, at the last term, ^{thus} leaving open only the question as to the payment by the purchaser of the excess agreed to be paid by the purchaser to said Sargenor; and letting said Cox into ^{immediate} possession; it is therefore adjudged that the sale made to said Cox be set aside, his bonds delivered

up to him to be cancelled; and that Commissioner Duncan
proceed to resell the land under and according to the
terms of the former decree, requiring in addition to the cash
in hand, in that decree requires, a further sum sufficient to meet
any additional costs, incurred by the plaintiff herein; ~~under~~
as well as the amount in cash paid in by said Cox on his
purchase & its interest to be refunded to him: and
the Commissioner will out of the cash thus rec^d repay said Cox
the sum thus advanced by him.

Entered Page 193

John C. Cox, D.C.

Cox
In test
Oct 7/81

E. W. Bishop.

Petty

75

3 In Chancery,

D. F. Burk & Son et als.

Deft

And

M. C. Parsons assignee for.

Petty

75

3 In Chancery,

Same

Deft.

These causes came on again this 1st day of September 1880 to be heard upon the papers formerly read in the cause the report of C. T. Duncan Comr. filed on the day of August 1880 and exceptions thereto, the affidavit of A. L. Price more & C. T. Duncan filed with said exceptions and was argued by Counsel on consideration whereof it is adjudged ordered and decreed that said exceptions be sustained and it appearing to the Court that A. R. Surgenor transferred his bid to N. S. Cox, on said land at an advance of \$275.00 it is further adjudged and decreed that a rule be awarded against the said Surgenor and the said Cox returnable to the first day of the next term ^{of this Court} to show cause if any they can why said advance

aforesaid shall not be paid to the Admr.
 and his of the said, Isaac Burt deceased
 and why the value of the land shall not
 be confirmed to the said Cox at the price
 of \$1200 That being the sum which he agreed
 to pay said Surgen therefore and This Cause
 is continued till the next term.

M. C. Proans assigned to

75 Decem

27 Burt deceased et al

Entered page

148.

H. R. Stierley & Co.

Enter this decree

for A. R.

Sept 17 1880.

M. C. Parsons Assignee Pltff.

vs

J. DuChancy,

David S. Burk Admr. et al Defts

This Cause came on this day to be heard upon the Bills & Exhibits filed there- with & the answer of R. W. Orr Jr Guardian ad litem for the infant Defendants, the answer of David S. Burk Admr. of Isaac Burk Decd., the answer of Sallie J. Burk widow of Isaac Burk Decd. & the Petition of Wm H. Horton Assignee & was argued by Counsel, ~~On Consideration whereof~~ & by Consent of the said D. S. Burk Admr. it is adjudged, ordered & decreed that the said M. C. Parsons for the benefit of Andrew Milbourne recover of the said David S. Burk Admr. & the sum of \$250⁰⁰ with legal interest on \$125⁰⁰ paid thereof from the 1st day of March 1877 till paid & like interest on \$125⁰⁰ the residue thereof from the 1st day of March 1878 till paid, ^{and the costs of this suit} And that Wm H. Horton Assignee recover of the said Defendants \$125⁰⁰ with legal int. thereon from the 1st day of March 1878 subject to a credit of \$23.91 paid on the 20th day of April 1878. And it is further appearing to the Court, that said several sums are for the purchase price of land sold to Isaac S. Burk in

his life time had that a Lien was retained
 upon said Land by the Vendor, it is therefore
 adjudged ordered & decreed that unless the
 said Admr, of the said Isaiah T. Bush
 shall pay the said several sums herein de-
 creed to the parties entitled thereto within
 thirty days from the rising of this Court
 then that C. T. Duncan who is appointed
 Special Commissioner for the purpose shall
 proceed to sell upon a Credit of six & twelve
 months the lands in the Bill & proceedings
 mentioned or enough thereof to pay said
 several sums herein before decreed to be paid
 the interest thereon & the Costs of this suit &
 the Commissions of Sale, the Costs & Commiss-
 ions of Sale will be required to be paid down
 bond with good personal security required
 for deferred payments, said Sale shall be
 made at the front door of the Court House
 on some Court day but before proceeding
 to sell, said Comr, will advertise the time
 terms & place of sale by posting written notices
 thereof at three public places in said County
 one of which shall be upon the Court House
 door & another in the neighborhood where the
 land lies, said Comr, will report his action
 to the next term of this Court and it being
 suggested to the Court that the cause of E. W. Bishop
 now pending in this Court against the same parties
 in which a decree of sale has been heretofore entered is
 for the purpose of enforcing a similar lien upon
 part of the same tract of land said cause is con-
 sidered as consolidated with this and they shall be
 prosecuted together and said cause on con-
 tinued till the next term.

M. C. This was assigned for

Enter Decree

David T. Bush Admr. of said

Court page 71 & 72 of 110

I made it conform to the
 decree in reference to the
 terms of sale of said land

Ja Lin County to wit

This day C. N. Thompson
personally came before me
& made oath that he is acquainted
with the land belonging to
the heirs Isaac Burks heirs
situated in this county that
the widow & heirs of said
I Burks are now & have
been since the August Court
1880 in possession thereof
that said land since said
time has been depreciating
in value, the same is going
to rack in fencing & buildings
that it is not kept in good
game like manner since
said time that there has been
cut & hauled from said
land valuable & necessary
timber ^{as} ~~that~~ ~~affiant thinks~~
~~is performed & believed~~
~~the place is damaged at least~~
~~\$~~

C. N. Thompson

Subscribed to before me by C. N. Thompson.

April 6th 1881.

James W. Orr, clerk.

In Le County to wit

This day A. R. Surgenor
personally came before me
& made oath that the widow
& heirs of Isaac Burk are
in possession of the land
in controversy & that ^{they have been since the August term 1880} ~~they have been since the August term 1880~~ ^{they have been since the August term 1880} ~~they have been since the August term 1880~~
& hauling timber ^{which was by Burks widow & official} ~~which was by Burks widow & official~~ ^{which was by Burks widow & official} ~~which was by Burks widow & official~~
fencing & farm building to
go down that the farm
has not been kept in good
farm like manner since
said time & has depreciated in
value from \$150. to \$200. ^{by the loss of crops &c} ~~by the loss of crops &c~~ ^{by the loss of crops &c} ~~by the loss of crops &c~~ that
there has been no affiant is
informed ^{& believes} ~~that~~ large quantities
of cedar posts ~~have been~~
removed from said land, & thus
necessary timber sold & removed
from the premises, ~~all of which~~
is

A. R. Surgenor

Subscribed to before me by A. R. Surgenor Apr 6th 1881.
James W. Orr, Clerk.

M. C. Parsons assignee for etc.

vs.

In Chancery

D. F. Burt Admr. etc. et als.

and

E. W. Bishop

vs.

In Chancery.

The same parties

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County Virginia

Pursuant to a decree rendered and pro
nounced in the first above named cause on
the 4th day of December 1879. and a decree inter
ed on the 4th day of April 1879. in the second
above named causes as modified by said
Decree of December the 4th 1879. the undersign
ed Commissioner. after having advertised
the time place and terms of sale as directed
in the decrees aforesaid, on the 22^d day of
June 1880 That being Court day of June
for sale to the highest bidder in front of the
Court House door of Lee County, on a credit
of six twelve & eighteen months the land in
the bill and proceedings mentioned. I as
certained That it would take about \$800.00
to satisfy the terms of said decrees, and could
get no bid by the acre and in fact to have sold
by the acre would have left such a small quan
tity of said land that it would have been of very

little or no advantage to any person I therefore
offered the whole tract for sale and Nathan S
Cox bid for it the sum of nine hundred & twenty
five dollars, or rather A R Surgen bid that sum
and in my presence transferred his bid to said
N. S. Cox, whom he directed me to report as the
purchaser. said Cox then paid me down
in cash the sum of \$99.63 that sum being ne-
cessary to pay costs of suit, and Commission
of sale, and he executed to me as Commissioner
his note for \$825.37, the residue of said sum
of \$925.00 payable in 6 12. & 18 months bear-
ing interest from date, and gave A R Surgen
as for security, of the sum paid to in cash
I paid to Thomas S Ely Sheriff \$11.50 his costs
in said two causes as taxed by the Clerk
his receipt for which is her filed marked (1) I
paid to J W Orr his costs as Clerk in said
two causes amounting to \$15.63 and file him
with his receipt for same marked (2). I also paid
to said J W Orr, representative of R W Orr
who was guardian ad litem in said two causes
\$10.00 being his fee in each, and file his receipt
for same marked (3). I obtained my fees
as attorney in said causes being \$30.00 and
my commissions amounting to \$27.50
which leaves in my hands for estimated costs
the sum of \$5.50 for estimated costs.

This sale may and perhaps does appear to the widow and heirs of Sarah H. Burr to be a very low sale considering the fact that he had contracted to pay \$2700. for it, but he no doubt paid largely more than the land was worth or agreed to pay it. The land is very poor and not all desirable to farmers, but if an advanced bid can be put in by or for the widow and heirs, none would be more gratified than your Commissioner, in fact I postponed the sale from time to time to allow them an opportunity to make arrangements to purchase it, and unless said advanced bid is put in I would recommend a confirmation of said sale.

Respectfully Submitted

C. T. Duncan

Commissioner

The within report is excepted to by the
Heirs of Isaiah F. Burk.

1st. Because the sale is so low as to be
unimprovable & inequitable

2. Because A. R. Surgenor was the ac-
tual bidder, and sold the land at the
time to Saind Cox for an advance of \$300,
which was the result of a private
agreement & prevented competition at the
sale.

3^d. Because J. M. Mauryham & A. R. Surgen-
or, the purchaser was agreed on the day
of sale not to bid against each other
as they were partners in the profits made
and thus prevented a full &
fair sale.

4. Because the court had no
power to sell more land than
would pay the debt. Aug. 30
1880.

Hagan & Padon

M. C. Evans Assn. m. &
vs. Report of Com.
J. H. Burk Administrator

Filed Aug 4th 1880.

J. R. Storer d. c.

M. C. Parsons assignee &c. for &c. Dftg

vs

By In chcy.

D. H. Burk. Adminr &c. et als. Dfts

and

E. W. Bishop.

Dftg

vs

By In chancy

Same

Dfts.

To the Hon John A Kelly Judge
of the Circuit Court

Pursuant to a decree of your Honors Court
rendered and pronounced in the above
causes on the day of April, 1881. The
undesignated Commissioner again exposed
the lands in the bill and proceedings, men-
tioned for sale at front door of the Court House
on the 21st day of June 1881, on the terms
fixed in the decrees of the 4th day of Decem-
ber 1879, & 4th day of April 1879, and at
said resale A. R. Surgenor became the
purchaser at the price of \$853.50.
of this sum I allowed him to retain the
sum of \$99.33. That being the sum he
and he of paid down to me at the former

sale for costs and commissions
and I allowed him interest on said
sum for 1 year that being the time
which had elapsed from said former
sale, and said sum and interest amount
ed to \$105.28 I then required him to pay
down to me the commissions of last
sale amounting to \$1303 and these sums
deducted from the price bid for said
land leaves a balance of \$735.19 for
which said purchaser executed his
note payable in six 12 & 18 months
bearing interest from date with J. F.
Ely as security, Your Commissioner
deems said security ample and suf-
ficient. As stated in my former
report this land was purchased by
Isiah F. Burr at the price of
\$2700 or \$2750 and this sale therefore
seems a low one, but I did every
thing in my power to get a higher
price I offered the land by the acre
as well as in bulk and could get

no bid by the acre that would anything
like pay the debts, and by a calcu-
lation filed herewith, of the debts
deemed to be paid out of the sale of
said lands it will be seen that said
debts (all of which is unpaid purchase
money) amount to the sum of \$735⁴⁷
a few cents more than the net pro-
ceeds of the sale of said land.

The Admr & widow have been
given every chance by your com-
missioner that he could give them
to pay for this land, ^(with the debts) and keeps it as
a home but they have failed to
make any arrangements to that
end the creditors have been long
delayed in the collection of their
money and your Commissioner
is compelled to ask that this sale
be confirmed

June 21st 1881 Respectfully submitted

C. F. Duncan
Special Commr

for 1881
vs. ¹⁸⁸⁰ Report of
Sales

D. H. Burk Admiralty
and

E. W. Burhop.

vs.

Same

Filed June 22nd 1881
J. W. Orr. Clk.

1201 Dec 20th 1881

M. C. Parsons assignor for vs. Pettr

vs

3 In chey.

D. F. Burt Assignor. et al vs Defts

~~The undersigned a commission~~

~~Ed. W. B. Burt Assignor~~ Plaintiff

vs

3 In chey.

The same Defts

The undersigned a commission hitherto appointed to collect the purchase money for which said lands were sold By him to report that he has collected all the purchase money due on said land, except about the sum of \$75.00, and that the note for the same is ample and good, and as the purchaser has sold said land and directed it to be conveyed to Alexander Hyman, who is anxious to have a deed, your commission is of opinion that said deed ought to be made and has accordingly filed herewith a deed conveying said land to him, Your Commissioner would.

for the report, That by his former report he showed That there was \$311.05 of the purchase price of said land, over and above the sum due to the several creditors, in said suits. This sum is claimed by the widow as and for her dower, in said land, and there is no doubt but what she is entitled to it or at least to a portion of it. A R Surgeon is who has a Judgment against The Sum of Landish Burse for a debt which he said Surgeon paid for said Burse on a note executed by said Burse in his lifetime to which said Surgeon was security. D H Burse has filed his petition alleging that he is entitled to said fund. This sum of \$311.05 and costs has been loaned by your Court pursuant to a former order of the Court, but your Commissioner would be glad that the rights of these claimants to said fund be settled so that he could collect said money pay it over and

Strike the Cases from the docket,
all of which is respectfully
submitted.

Sept 30th 1883. C. T. Duncan Coun

M. C. Parsons for the
75-3 Census Report.
D. H. Burr & Am. & Ital

Filed Sept. 1883
J. A. G. Hyatt
clerk

Leviah H. Burdett & Sons.

To M. C. Parsons assignee for vs. Dr.

Note due March 1- 1877	125.00
Interest to Dec 31- 1881	<u>36.25</u>
	161.25
Or By cash Dec 31- 1881.	<u>105.00</u>
	56.25
Int on Same to Aug 22- 1882	2.17
2 Note due March 1- 1878.	125.00
Int on Same to Aug. 22 1882	<u>33.58</u>
	217.00
Or Aug 22 1882 by cash	<u>105.00</u>
	112.00
Int on Same to Nov. 22 1882	<u>1.68</u>
	118.68

Received of C. T. Duncan Commissioner in the
Chancery cause of E W Bishop. vs. D H Burdett & Sons
vs. & others and M. C. Parsons assignee for vs vs-
the same defendants Three hundred and
Twenty Three dollars and sixty eight Cents,
amount in full of the sum decreed me in the
last above styled cause, One hundred and
five dollars of which was paid Dec 31st 1881.
One hundred and five dollars of which was paid
August 22. 1882. and the balance One hundred
and Thirteen dollars & 68 cents This day paid.
This 22nd day of November 1882.

Andrew Milbourn assignee
of M. C. Parsons. who was
assignee of A. L. Lloyd

A Milbourn assign^{to}

To $\frac{1}{3}$ Rept

6.7 Duncan Burr

To the Honorable John A. Kelly Judge of
the Circuit Court of Lu County vs.

The undersigned special commis-
sioner in the Chancery cause of M. C.
Parsons assignee vs. vs D F Burk admr vs
et als and E H Bishop. vs the same would
respectfully report that by a decree enter-
ed in said cause at the August Term 1881
of your Honors Court he was directed to
resell the lands in the said bills and
proceedings in said causes mentioned
to the highest bidder on a credit of 6. 12.
& 18 months dating from the last sale of
said land made in said causes. and
requiring to be paid down a sufficient sum
to repay to the former purchaser the sum paid
down by him by way of costs and com-
missions of sale and the expenses and com-
missions of the last sale. by a further pro-
vision of said decree your Commissioner was
directed to start said land at the price of two hun-
dred dollars that being the report bid of D. C.
Parrott Your Commissioner advertised
said land for sale pursuant to said de-
cree and on the 20th day of December
1881. that being Court day, offered said
land for sale at the Court House door of
said County starting the same at the
sum of \$1200 as directed by said decree

When the said D.C. Parrott bid for said land the sum of twelve hundred and one dollar (\$1201) and that being the highest bid said land was knocked down to him at that price. Your Commissioners found that the costs and commissions paid down at first sale was \$99.33. and that interest on that sum from 1st to second sale was \$5.95. That the commissions of second sale were \$13.03 Making sum paid at second sale, \$118.31. and interest on this sum 6 months from date of second to date of 3rd sale \$3.54 total \$121.85. to which I added commissions of last sale, \$16.01. Making total sum to be paid down, if the Court allows interest as above, \$137.86. and this sum I required paid down in cash. and out of this sum thus paid down I paid to A R Surgen. the money heretofore paid to me by him to wit \$112.36 exclusive of interest and file his receipt for the same as part hereof marked X. If he should be entitled to interest on said sum then there will be due to him as interest as above shown the sum of \$9.49. and the balance of the sum thus paid down to wit \$16.01 I retained as my commissions. The purchaser then executed to me his note for \$1063.14. with H. J. Morgan & W^m McNeil as security which sum bore interest from 21st day of June 1881. and is payable in equal installments due in 6, 12, & 18 months from said 21st day of June 1881. Said note is filed here with

worked (7). The security is ample and the sale in the opinion of your Commissioner the best that can be made. The first installment of the purchase price of said land was due according to the terms of said decree on the 21st day of December the day after this sale, and the said Parrott has paid to me the sum of \$210. on said installment. \$105-⁰⁰ of which has been paid to Andrew Milborne assignee of said M. C. Parsons who is assignee of A. L. Lloyd. His receipt for which is herewith filed marked (1) and to E. W. Bishop \$105-⁰⁰ on his claim his receipt for which is herewith filed marked (2)

The net sum required to discharge the debts heretofore rendered was at the date of said sale as follows. To M. C. Parsons assignee for \$313.75

To E. W. Bishop - 313.75

To W. H. Hoston, Assignee &c. 124 59

Total sum - \$752.09

As before shown the net sum after deducting costs commissions &c. is \$1063.14, which will leave a balance after satisfying the debts above, of \$311.05 for disposition by the Court. I understand the widow claims this fund or a large portion of it as dower. She is doubtless entitled to a part of it and it may be all of it her husband having paid toward the purchase price of said land in his lifetime about

\$2000, all of which except said small sum of
\$311.05 just referred to has been a total loss,
Some of Burro's Creditors also claim said
fund, or enough of it to discharge their debts
but I do not feel it to be my province to sit
up the claims of any of these parties I therefore
leave the matter for disposition by the court,

all of which is respectfully submitted

C. T. Duncan Special
Commissioner.

W. C. Parsons Assignee to

75-3 Commissioner
3 Report 3rd July

D. F. Burk & Co.

Filed March 15 1882

J. A. Hyatt
Clerk

M.C.Parsons

for TC

vs.

D.F.Burk Admr &c. et als

The undersigned special Commissioner in this cause begs leave to report, that he has collected and disbursed all the funds for which he sold the land in the bill and proceedings in said cause mentioned and that so far as he can see there is nothing further to be done in said cause.

Respectfully submitted

C. J. Duncan

Commissioner.

M. C. Parsons for V6

no 3 Report

O. F. Buck Allen V6 & Co

Filed June 16th 1897

This Deed made this 26th day of August 1872, between
Elisha W. Bishop & Mary E. his wife of the county of Midway
in the State of Missouri by Peter H. Allen their
attorney in fact, and Alexander L. Loyd & Minervia
A. his wife, of the County of Lee and State of Virginia
of the first part, and Isaiah F. Burk of the County
and State last mentioned, of the second part, Witnesseth
That the said Peter H. Allen, attorney in fact for the
said Elisha W. and Mary E. Bishop, and the said
Alexander L. Loyd & Minervia his wife, for and
in consideration of the sum of Eighteen hundred
dollars to them in hand paid, or secured to
be paid by the said Isaiah F. Burk, the receipt where-
of is hereby acknowledged, doth by these pres-
ents grant, bargain, sell, deliver and convey
unto the said Burk their undivided interest
in a certain tract or parcel of land, lying &
being in the said County of Lee, on Powell's River
it being $\frac{3}{5}$ of $\frac{3}{5}$ of the "Allen-Milham Farm".
The whole of the $\frac{3}{5}$ of said tract as divided between
the heirs of John Lammie dec'd, $\frac{2}{3}$ of which is
hereby conveyed is bounded as follows, to wit:-
Beginning at a stake, corner to the land al-
lotted to Martin D. Duff, thence S 64° E 144 poles to a
stake the beginning corner of the Milham Farm.
S 29 $\frac{1}{2}$ ° E 131 poles to a rock on the South Side of
the Bob Camp Road, Corner to S. S. Parrotts' land
S 32 $\frac{1}{2}$ ° E 38 poles to a rock N 65° E 2 $\frac{3}{4}$ poles to a rock S 17

E 4 3/4 poles to a hickory & dead walnut S 1/2 3/4 E 116
poles to a post oak near a path, thence leaving Parrotts
line S 62 W 39 1/2 poles to a walnut and two pin oaks
S 9 E 16 poles to a walnut & two cedars on the River
Bluff, thence down the River with its meanders
S 45 1/2 W 80 poles to a Stake on the River Bluff S 30
W 62 poles to two Sycamores on the bank of the
river, a corner to M. V. Duff's land thence N 2
W 180 poles to two cedars, and from thence N 83 W 210
poles to the Beginning. To have and to hold two un-
divided thirds of the Tract or parcel of land
thus described, with all its appurtenances unto
the said Isaiah H. Park and his heirs forever. And
the said Alexander L. Loyd & Minerva A. his wife
and Elisha H. Bishop & Mary E. his wife by Peter A.
Allen their attorney in fact, covenant that
they well warrant generally the two un-
divided interests in the foregoing described
tract or parcel of land; and a part of the pur-
chase money being unpaid they do further
hereby retain the vendors' lien for the unpaid
purchase money - Witness the following sig-
natures and seals.

A. L. Loyd (Seal)

M. A. Loyd (Seal)

E. H. Bishop (Seal)

M. E. Bishop (Seal)

By P. A. Allen, attorney in fact.

Lee County, to wit. -

I John B. West, a Notary Public for the County aforesaid
in the State of Virginia, do certify that Alexander
L. Loyd and Minerva A. his wife, and Elisha H.
Bishop & Mary E. Bishop whose names are signed to the
foregoing Deed, bearing date August 26th 1872, the
names of the latter two being signed by Peter A. Al-
len their attorney in fact, have acknowledged
the same before me in my County aforesaid, the
latter two having acknowledged the same by their
said attorney in fact. And the said Minerva A.
wife of the said Alexander L. Loyd, being examined
by me privately and apart from her said husband
and having the writing aforesaid fully explained
to her, she the said Minerva A. Loyd acknowledged
the said writing to be her act, and declared that
she had willingly signed and executed the same
and does not wish to retract it. Given under my
hand, this 26th day of August 1872.

John B. West, Notary Public.

Lee County Court Clerk's office, the 2nd day of Sept. 1872.

The foregoing Deed from E. H. Bishop & M. E. Bishop his
wife by P. A. Allen their attorney in fact, and A. L.
Loyd & M. A. Loyd his wife of the one part, and Isaiah
H. Park of the other part, being duly stamped, is ad-
mitted to record upon the certificate of John B.
West, Notary Public in & for Lee County Virginia.

Teste - James W. Orr Clerk.

A Copy Teste - J. W. Orr Jr. D.C.

Isaiah F. Burk
 from 3 Copy of Reed
 A. L. Lloyd et als

"
 A"

Fee 90 cts

1261
 121
 090881
 91508
 04101

9914
 2000529
 020521

This deed made this 26th day of August 1872,
between Elisha W. Bishop & Mary E. his wife of the
County of Midway, in the State of Missouri, by Peter
H. Allen their attorney in fact, and Alexander L.
Loyd & Minerva A. his wife of the County of Lee and
State of Virginia of the first part, and Isaiah
F. Burk of the County and State last mentioned
of the second part, Witnesses, That the said Peter
H. Allen, attorney in fact for the said Elisha W.
and Mary E. Bishop, and the said Alexander L.
Loyd and Minerva his wife, for and in con-
sideration of the sum of eighteen hundred dollars
to them in hand paid, or secured to be paid by the
said Isaiah F. Burk, the receipt whereof is hereby ac-
knowledge do hereby these presents grant, bargain
sell, deliver and convey unto the said Burk,
their undivided interest in a certain tract
or parcel of Land, lying and being in the said
County of Lee, on Powell's River, it being $\frac{2}{5}$
of $\frac{3}{5}$ of the "Allen Micham Farm". The whole
of the $\frac{3}{5}$ of said tract as divided between the
heirs of John Lammier decd, $\frac{2}{5}$ of which is hereby
conveyed, is bounded as follows, to wit:-
Beginning at a Stake, Corner to the land allotted
to Martin T. Duff, thence S 64 E 144 poles to a stake
the Beginning Corner of the Micham Farm, S 29 $\frac{1}{2}$
E 131 poles to a rock on the South Side of the Rob Camp
Road, Corner to S. S. Parvett's land, S 52 $\frac{1}{2}$ E 38 poles

to a rock N 65 E 2 3/4 poles to a rock S 17 E 4 3/4 poles to a
hickory & dead walnut S 15 3/4 E 116 poles to a post oak
near a path, thence leaving Parrot's line S 62 W 87 1/2
poles to a walnut and two pin oaks S 7 E 16 poles
to a walnut & two cedars on the River bluff, thence
down the River with its meanders S 45 W 80 poles
to a stake on the River bluff S 30 W 62 poles to two
sycamores on the bank of the river a corner to
m. V. Duff's land, thence N 2 W 180 poles to two cedars
and from thence N 33 W 210 poles to the Beginning.
I have and to hold two undivided thirds of the
tract or parcel of land thus described, with
all its appurtenances, unto the said Isaac F. Burk
and his heirs forever, And the said Alexander
L. Loyd & Minerva A. his wife, and Elisha W. Bishop
& Mary E. his wife by Peter H. Allen their attorney in
fact, Covenant that they will warrant generally
the two undivided ~~interests~~ in the foregoing
described tract or parcel of land, and a part
of the purchase money being unpaid they do further
hereby retain the Vendor's lien for the unpaid pur-
chase money. Witness the following signatures
and seals.

A. L. Loyd (Seal)
M. A. Loyd (Seal)
E. W. Bishop (Seal)
M. E. Bishop (Seal)

By P. H. Allen, attorney in fact.

Lee County, to wit. -

I, John B. West, a Notary Public for the County aforesaid,
in the State of Virginia, do certify that Alexander L.
Loyd and Minerva A. his wife and Elisha W. Bishop
and Mary E. Bishop whose names are signed to the
foregoing Deed, bearing date August 26th 1872 the
names of the latter two being signed by Peter H. Allen
their attorney in fact, have acknowledged the
same before me in my County aforesaid, the latter
two having acknowledged the same by their said
attorney in fact, And the said Minerva A. wife of
the said Alexander L. Loyd, being examined by me
privately and apart from her said husband &
having the writing aforesaid fully explained to
her, she the said Minerva A. Loyd acknowledged
the said writing to be her act, and declared that she
had willingly signed and executed the same,
and does not wish to retract it. Given under
my hand this 26th day of August 1872.

John B. West Notary Public.
Lee County Court Clerk's Office, the 2nd day of Sept. 1872.
The foregoing deed from E. W. Bishop & M. E. Bishop his
wife by P. H. Allen their attorney in fact, and A. L. Loyd
& M. A. Loyd his wife of the one part, and Isaac F. Burk
of the other part, being duly stamped is admitted to
record upon the certificate of John B. West, Notary Public in
and for Lee County Virginia.

Teste - James W. Orr Clerk.
A Copy Teste - R. W. Orr J. D. C.

Isaiah F. Burk
From ³ copy of Deco
A. L. Loyd et als

"A"

Feb 9 octo

Virginia.

A circuit court continued and held for Lee County
at the court house thereof. On Wednesday the 29th day
of March 1882.

A. R. Surgenor

Plff

vs

In assumption.

David H. Burk Adm^r of Isaiah Burk decd Deft

This day came the parties by their attorneys and by consent
of parties the cause was submitted to the court for its
decision and the parties being heard, it is considered
by the court that the plaintiff recover against the
defendant \$71.57 damages for the non-performance of
the assumption in the declaration mentioned with
legal interest thereon from the 1st day of January
1881, till paid and the costs to be levied and collected
of the goods & chattels of the decedent in the hands
of the defendant to be administered.

Acopy

Wm J. A. G. Hyatt att. clerk.

63.83
A. 2.50
5.50
76.83
606.25
77.08

A. R. Surgenor.

85 } Copy of Judgment.

David F. Burk Adams

"A"

Virginia.

At a circuit Court continued and held for Lee County
at the court house thereof, On Saturday the 5th day of Apr 1877.
J. H. Allen & L. P. Barnes Admr, of James L. Lloyd decd. Plffs

^{vs}
A. R. Surgenor Survivor &c Deft } In Debt,

The defendant not appearing it is considered by the court
that the judgment obtained against him in the clerk's
office for \$70.00 the debt in the declaration mentioned
with legal interest thereon from the 27th day of October
1877.

2 Acct-y

C. 4.00
A. 2.50
S 1.00
\$ 7.50

Teste John R. Gibson ^{clerk} Clerk.

P. H. Allen et al Admors
vs } Copy of findgt.

A. R. Sargener Survivors

"B"

Know all men by these presents that we D. B. Parrott
D. F. Burk + C. L. Hamblen are held and firmly bound
unto Andrew Milburne and the other creditors of
Isaiah F. Burk dead in the penal sum of ^{Two Thousand} ~~fifteen~~
and no dollars for the true payment thereof well and
truly to be made to said Milburne and the other cre-
ditors of said Burk we bind ourselves jointly and
severally firmly by these presents with our hands
and seals this 29th day of August 1881.

The condition of the above obligation is such that
the above bound D. B. Parrott has been permitted by the
Judge of the Circuit Court of Lee County by an order entered
of record in two chancery causes in said court pending
one of which is M. B. Parsons assignee v. against David Burk
admt. &c. and the other is E. W. Bishop against said aff. others
to put in an report bid of \$1200.00 for the land sold in said
causes by C. T. Duncan commissioner on the 21st day of June
1881. Now if the said D. B. Parrott shall on a sale of
said land cause the same to bring said sum of \$1200.00 then
this obligation to be void otherwise to remain in full force.

D. B. Parrott (Seal)
by H. J. Morgan
Charles Hamblen (Seal)

M. C. Parsons & Co.
vs Bond for upset bid

David Burk

Amount bid for land. \$853.50

Amount of costs paid down

at former sale \$99.33

Let on same from July 22 1880, 5.95

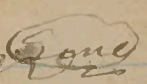
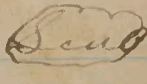
Commissions on this sale 13.03 1183.1

Amount of note. \$735.19

We agree and bind ourselves
to pay C. T. Duncan Commission
in the Chancery causes of M. G.
Parsons assignee to, vs David F Burr
Admr to, et als, and E. W. Bishop vs

The same the sum of Seven hundred
and thirty five dollars & 19 cents
bearing interest from date and to
be paid in three equal installments
due respectively in six twelve & eighteen
months, and as to this obligation
we each waive the benefit of our homestead
exemptions. Witness our
hands and seals this 21st day of

June 1881.

A. R. Surgen 
Thomas J. Ely 

Bond of
Purchaser

\$125⁰⁰

On, or before the first day of March 1877
I bind myself heirs &c. to pay W. L. Loyd, or order
One hundred and twenty five Dollars. Value rec'd.
August 28th 1872

Isaac H. Burk (Seal)

\$125⁰⁰

On, or before the first day of March 1878
I bind myself heirs &c. to pay W. L. Loyd, or order
One hundred and twenty five Dollars. Value rec'd.
August 28th 1872.

Isaac H. Burk (Seal)

I assign the within Note to Mitchell
C. Parsons. for value rec^d Jan. 24/79

A. L. Lloyd

I assign the within note to Mitchell
C. Parsons. for value rec^d Jan. 24/79

A. L. Lloyd

OFFICE OF

WILLIAM A. ORR,

Attorney and Counsellor at Law,

Will practice in all the Courts of
LEE, SCOTT, WISE AND WASHINGTON COUNTIES,

And in the

FEDERAL COURT AT ABINGDON.

PROMPT ATTENTION

GIVEN TO THE COL-

LECTION OF CLAIMS.

Jonesville, Lee County, Va., 188.....

I know all men by their ~~names~~ that we David F. Burke, Henry J. Ferguson and Bro. Lawson are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Twenty four hundred dollars, for the payment thereof well and truly to be made to the Said Commonwealth, we bind ourselves, our heirs &c firmly by these presents. And we hereby waive the benefit of any homestead exemptions as to this bond. Witness the following signatures and seals, August 24th 1880.

The condition of the above obligation is such that whereas in the Consolidated Chancery Cause of M. L. Parsons assignee &c vs David Burke Admr &c et al and E. W. Bishop vs David Burke, Admr &c et al now pending in the Circuit Court of Lee County, Virginia, certain land was sold in said cause for the sum of \$925-, and whereas the said David F. Burke has undertaken to make, or cause said land, at a resale to bring the sum of twelve hundred dollars, now if the said David F. Burke shall well and truly cause said land at a resale to bring

The sum of twelve hundred dollars, then this
obligation to be void otherwise to remain in
full force and virtue

David H. Burdick Seal
W. T. Ferguson Seal
G. S. Lawton Seal

Wishah et al

vs Burdick

D. Burdick Adm'r

Isaac H. Burd's notes.

1st note to E W Bishop due March 1st 77 125.00

Interest on same to June 21st 1881 32.30

2 note to Same due March 1st 78 125.00

Interest on same to June 21st 1881 24.80

3rd note to Parsons Assignee due March 1 77 125.00

Int on same to June 21st 1881 32.30

2 note to Same due March 1st 1878 125.00

Interest on same to June 21st 1881 24.80

1st note to Horton assignee due 1st day
of March 1878 subject to a credit of

23.91 paid 20 Apr. 1878. bal due last date 101.91

Interest to June 21st 1881 19.36

\$ 735.47

3731105
10348

Sale of the Burk land

D. C. Parrott. at \$1201.00
Costs & Commissions 1st Sale 99.33.

Interest on same 1 year 5-95-

Commissions on 2nd Sale, 13.03.

Interest on same 6 Mos.

118.31.
35.4
\$121.85- 121.85-
16.01
\$137.86 1079.15-
16.01
1063.14

We agree and bind ourselves heirs &c to
pay C. T. Duncan & Co in the Chancery
Cause of M. C. Parsons assignee &c. &
C. W. Bishop against D. F. Burk & Co
& others the sum of One Thousand and
sixty three dollars. & fourteen cents bearing
interest from ^{21st day of June 1881.} ~~the~~ and payable in ~~the~~
equal installments of six twelve & eighteen
months from the said 21st day of June 1881.
and as to this note we each waive our home
stead exemption. witness our hands
and seals this 20th day of December 1881.

D. C. Parrott Seal

Henry J. Morgan Seal

W. M. McNeil Seal

354.38

1063.14
354.38
365.01

121.85
16.01

137.86
365.01
302.87

D. C. Parrott & others

To $\frac{1}{3}$ Note

to J. Duncan Comr

Virginia:

At a Circuit Court continued and held
for Lee County at the Court House thereof
on Wednesday the 1st day of Sept. 1880.

E. W. Bishop Pltff. vs. D. F. Burk Admr. et als, Defts.
M. C. Parsons Assignee vs Pltff. vs. The same, Defts.
In Chancery.

These Causes came on again to be heard this 1st
day of Sept. 1880 upon the papers formerly read
in the Cause and the report of C. J. Duncan Comr
filed on the day of August 1880 and Exceptions
thereto, the affidavit of A. L. Pridemore & C. J. Duncan
filed with said exceptions and was argued by Coun-
sel. On Consideration whereof it is adjudged ordered &
decreed that said exceptions be sustained, And it
appearing to the Court that A. R. Surgener trans-
ferred his bid to N. S. Cox on said land at an ad-
vance of \$275.00, it is further adjudged, ordered
& decreed that a rule be awarded against the said
Surgener and the said Cox returnable to the 1st
day of the next term of this Court to show Cause
if any they can why said advance aforesaid
shall not be paid to the administrator and heirs
of the said Isaiah Burk deceased and why the sale
of the land shall not be confirmed to the said
Cox at the price of \$1200. that being the sum
which he agreed to pay Surgener therefor, And
this Cause is continued.

A Copy.

Teste - J. R. Stickley D.C.

E. W. Bishop
vs $\frac{3}{3}$ Du Chy.

D. F. Burk Amoretas
and

M. C. Parems ^{for} Assignee.
vs $\frac{3}{3}$ Du Chy.

D. F. Burk Amoretas

Copy of Rule

1st day March 1. 1881.
"

Executed by delivering
Copies of the within to
A. R. Surgenor
Attorney at Law
Jan'y 1881

Thos. S. Upton

The Commonwealth of Virginia.

To the Sheriff of Lee County—Greeting:

^{again}
We Command you to Summon *David J. Burk, Adm. of Isaac J. Burk* ~~dead~~, *the said David Burk, in his own right, Sarah J. Burk* ~~widow of said Isaac J. Burk dead~~, *Etilla D. Robinson, formerly* ~~Burk~~ *+ Samuel Robinson her husband* ~~Hussey~~ *Burk, Mattie* ~~Burk~~, *Sallie B. Burk, Robt. E. L. Burk, Eliza T. Burk, John Burk,* *+ Isaac Burk,*

To appear at the Clerk's office of the Circuit Court of Lee county, at the court-house, on the first Monday in *Oct.* next, being rule day, to answer a bill in chancery, exhibited in our said court against *them*

by Mitchell C. Parsons
assignee of A. L. Loyd, who sues for the benefit of
Andrew Milburn
And have then there this writ. Witness, Jas. W. Orr, clerk of our said court, at the court-house, this 5th day of *Sept.*, 1877, in the 104th year of the Commonwealth.

J. W. Orr Jr. Clerk.

M + D.

M. C. Parnow for &c

25th of Dec. in chy

David F. Burk Adm^r
et als

Oct. Niles 1879.

Executed by delivering
Copys of the within to
David F. Burk adm^r
and in his own right
Sarah F. Burk widow of Isak
F. Burk Dece^d
Ella D. Robinson formerly
Burk. Saml. Robinson her
husband & Isak F. Burk
Mattee Burk Sallie Burk
Robt E. L. Burk Eliza F. Burk
John Burk and Isak
Burk

Thos S. Ely & Co.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon *David Burk, Adm^r of Isaiah H. Burk decd.* & the said *David Burk* in his own right, *Sarah J. Burk*, widow of said *Isaiah H. Burk decd.*, *Mary C. Burk*, *Etellia D. Robinson*, formerly *Burk*, & *Samuel Robinson* her husband, *Hurston Burk*, *Mattie Burk*, *Sallie Burk*, *Robt. C. L. Burk*, *Oliza T. Burk*, *John Burk* and *Isaiah Burk*
To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March next, being rule day, to answer a bill in Chancery, exhibited in our said Court against
them
by *Mitchell C. Parsons*,
assignee of *A. L. Loya*, who sues for the
benefit of *Andrew Milbourne*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this 26th
day of *Febry* 1879; in the 103rd year of the Commonwealth.

J. W. Orr Jr. D. CLERK.

20
 1.20
 .18
 .15
 .18
 .10
 .90 Exp
 1.00 Nov 4, 1878
 .15 C. L. L.
 .25
 .35 ggt cant
 .20
 1.10
 .18
 1.00 oct + too
 .36
 .40

\$7.90
 1.50
 \$9.40

(M & D)
 Mc. Parsons for or

23 3 Spain Chy
 3 12 Chies

David Burk Edmund also

March Rule 1879.

Not Executed for want
 of time not having read
 there paper until 9 o'clock
 Saturday night March 12th 1879
 The City & Co.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon

David Burk Adm. of Isaac H. Burk decd. & the said David Burk in his own right, Sarah J. Burk, widow of said, Isaac H. Burk decd. Mary C. Burk, Etellia D. Robinson, formerly Burk & Samuel Robinson her husband, Huseton Burk, Mattie Burk, Callie B. Burk, Robt. E. L. Burk, Eliza S. Burk, John Burk & Isaac Burk
To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March

next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

Them

by

Mitchell C. Parsons

*Assignee of A. L. Lloyd, who sues for the
Benefit of Andrew Milbourne*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this

day of

Febry, 1879; in the 103 year of the Commonwealth.

A copy

A. W. Orr Jr. do

CLERK.

Teste- A. W. Orr Jr. do

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon *David Burk Admr. of Isaac F. Burk decd.*, & the said David Burk in his own right, Sarah J. Burk, widow of said Isaac F. Burk decd. Mary C. Burk Etellia D. Robinson, formerly Burk & Saul Robinson her husband, Houston Burk, Mattie Burk, Gallie B. Burk Robt. E. L. Burk, Eliza F. Burk, John Burk & Isaac Burk To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

them by *Mitchell C. Parsons*

*assignee of A. L. Loyd who sues for
the benefit of Andrew Milbourne*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *26th*
day of *Febry* - 1879; in the *103rd* year of the Commonwealth.

R. W. Orr Jr. D. **CLERK.**

A copy

Teste - R. W. Orr Jr. D.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon *David Burk Adm'r. of Isaac H. Burk decd., & the said David Burk in his own right, Sarah J. Burk widow of said Isaac H. Burk decd. Mary C. Burk Etellia D. Robinson, formerly Burk & Saul Robinson her husband, Harseton Burk, Mattie Burk, Sallie B. Burk Robt. C. L. Burk, Eliza F. Burk, John Burk & Isaac Burk -*
To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March next, being rule day, to answer a bill in Chancery, exhibited in our said Court against
them by *Mitchell C. Parsons,*

*assignee of A. L. Lloyd, who sues for
the benefit of Andrew Milbourne*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this 26th

day of *Febry,* 1879; in the 103rd year of the Commonwealth.

R. W. Orr Jr. J. CLERK.

A copy

Teste - R. W. Orr Jr. J.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon

*David Burk, Adm'r. of Isaac H. Burk
dec'd. & the said David Burk in his own right, Sarah J.
Burk, widow of said Isaac H. Burk dec'd, Mary C. Burk
Etellia D. Robinson, formerly Burk, & Saul Robinson
her husband, Huseton Burk, Mattie Burk, Sallie B. Burk
Robt. C. L. Burk, Eliza T. Burk, John Burk & Isaac Burk*

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March

next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

Them

by

Mitchell C. Parsons

*Assignee of A. L. Foyd, who sues for
the benefit of Andrew Milbourne*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this 26th

day of

Febry- 1879; in the 103rd year of the Commonwealth.

R. W. Orr Jr. D. CLERK.

A copy Teste - R. W. Orr Jr. D.C.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon

*David Burk, Adm'r of Isaac L. Burk
dec'd. & the said David Burk in his own right, Sarah
J. Burk, widow of said Isaac L. Burk dec'd, Mary C. Burk,
Etellia D. Robinson, formerly Burk & Samuel Robinson
her husband, Huston Burk, Mattie Burk, Sallie B.
Burk, Robt. E. L. Burk, Eliza L. Burk, John Burk & Isaac Burk*

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

them by *Mitchell C. Parson, assignee,*

*of A. L. Loyd who sues for the
benefit of Andrew Milbourne*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *26th*
day of *Febry-* 187*9*; in the *183^d* year of the Commonwealth.

R. W. Orr Jr. D. CLERK.

A copy

Teste- R. W. Orr Jr. D.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon *David Burk, decd. of Isaac F. Burk decd., & the said David Burk in his own right Sarah J. Burk, widow of said Isaac F. Burk decd., Mary G. Burk, Etellia D. Robinson, formerly Burk, and Saml' Robinson her husband, Huston Burk, Mattie Burk, Sallie B. Burk, Robt. E. L. Burk, Eliza F. Burk, John Burk & Isaac Burk*
To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

them by *Mitchell C. Parsons,*

*assignee of A. L. Loyd who sues for
the benefit of Andrew Milbourne*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *26th*
day of *Feby.* 187*9*; in the *103^d* year of the Commonwealth.

A copy *R. W. Orr Jr. D.* **CLERK.**
Teste R. W. Orr Jr. D.C.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon *David Burk Adm'r. of Isaac H. Burk. decd. & the said David Burk, in his own right, Sarah J. Burk, widow of said Isaac H. Burk, decd. Mary C. Burk, Etellia D. Robinson, formerly Burk & Samuel Robinson her husband, Huseton Burk, Mattie Burk, Sallie B. Burk, Robt. E. L. Burk, Eliza T. Burk, John Burk & Isaac Burk*
To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March

next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

them

by *Mitchell C. Parsons assignee*

*of A. L. Loyd, who sues for the benefit
of Andrew Milbourne*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this 26th

day of

Feby.

1879; in the 103rd year of the Commonwealth.

R. W. Orr Jr. D. **CLERK.**

A copy

Teste- R. W. Orr Jr. D.C.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon *David Burk, Widow of Isaac F. Burk dead, & the said David Burk, in his own right, Sarah J. Burk widow of said Isaac F. Burk dead, Mary C. Burk Etellia D. Robinson, formerly Burk & Samuel Robinson her husband, Huston Burk, Mattie Burk, Sallie B. Burk, Robt. C. L. Burk, Eliza T. Burk, John Burk & Isaac Burk*
To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March next, being rule day, to answer a bill in Chancery, exhibited in our said Court against
them by *Mitchell C. Parsons*

*assignee of A. L. Loyd, who sues for
the benefit of Andrew Milbourne*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *26*
day of *Febry.* 1879; in the 103rd year of the Commonwealth.

A. W. Orr Jr. D. **CLERK.**

A Copy

Teste - J. W. Orr Jr. D.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon *David Burk, Son of Isaac H. Burk, dead, & the said David Burk in his own right, Sarah J. Burk, widow of said Isaac H. Burk dead, Mary C. Burk, Etellia D. Robinson formerly Burk, & Samuel Robinson her husband, Huseton Burk, Mattie Burk, Sallie B. Burk, Robt. C. L. Burk, Eliza J. Burk, John Burk & Isaac Burk*
To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March next, being rule day, to answer a bill in Chancery, exhibited in our said Court against
them by *Mitchell C. Parsons*
assignee of A. L. Loyd, who sues for
the benefit of Andrew Melbourne

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *26th*
day of *Febry*, 187*9*; in the *103rd* year of the Commonwealth.

R. W. Orr Jr **CLERK.**

A Copy

Teste R. W. Orr Jr. 26

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon *David Burk Adm'r. of Isaac F. Burk*
ad. & the said David Burk in his own right, Sarah J. Burk
widow of said Isaac F. Burk ad., Mary C. Burk, Etellia D.
Robinson, formerly Burk, & Samuel Robinson her husband.
Huseton Burk, Mattie Burk, Sallie B. Burk, Robert C.
L. Burk, Eliza F. Burk, John Burk & Isaac Burk

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

them by *Mitchell C. Parsons*

assignee of A. L. Lloyd, who sues for
the benefit of Andrew Milbourne

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this

day of

Febry

1879; in the 103rd year of the Commonwealth.

A copy

R. W. Orr Jr. D. **CLERK.**

Teste - R. W. Orr Jr. D.C.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon *David Burk Saver, of Isaac F. Burk decd., & the said David Burk in his own right, Sarah J. Burk widow of said Isaac F. Burk decd., Mary B. Burk, Etellia D. Robinson, formerly Burk, & Samuel Robinson her husband, Houston Burk, Mattie Burk, Sallie B. Burk, Robt. C. L. Burk, Eliza F. Burk, John Burk & Isaac Burk*

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March

next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

them

by *Mitchell C. Parsons*

assignee of A. L. Loya, who sues for the

benefit of Andrew Milbourne

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *26th*

day of *Febry*, 187*7*; in the *103rd* year of the Commonwealth.

A. W. Orr Jr. D. CLERK.

A copy
Teste - A. W. Orr Jr. D.

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon

*David Burk, Adm'r, of Isaac
S. Burk dead, & the said David Burk in his own right,
Sarah J. Burk, widow of said Isaac S. Burk dead, Mary C.
Burk, Etellia D. Robinson, formerly Burk, & Samuel
Robinson her husband, Susanon Burk, Mattie Burk,
Sallie B. Burk, Robt. C. L. Burk, Eliza J. Burk, John Burk & Isaac Burk*

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March

next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

them

by

Mitchell C. Parsons,

*assignee of A. L. Loyd, who sues for the
benefit of Andrew Melbourne*

And have then there this writ.

day of

Febry.

Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this

1877; in the 103rd year of the Commonwealth.

26

A. W. Orr Jr. D. **CLERK.**

A copy

Teste, A. W. Orr Jr. D.